

PRESIDENT'S OFFICE,
THE HOWE SCALE COMPANY,
RUTLAND, VERMONT.

Rutland, Vt., July 6, 1914.

Doctor John M. Thomas,
Middlebury, Vt.

My Dear Friend:-

I have just received your favor of the 1st inst., in fact, on my return from New York, where I attended the funeral of our Mr. W. C. Page, who has been connected with our company as manager of the New York house for thirty-seven years. Possibly you may have met him when you were at our store some few months since. I am pleased to learn that you are located at last at your island home and now that you will enjoy life for a few weeks to the very limit. Surely both you and Mrs. Thomas are entitled to all the good time that kind Providence will give you.

I have noted Mr. Collens' letter and the blank form of contract which he has submitted and it simply reminds me of the form of contract which the Government is very apt to insist upon being used if you were to sell anything to any of their departments. It is what we in business life call "a jug-handle" to the very limit - all on one side. I must confess to you that I am very tired and in fact have been gone for three days, and I find myself buried in work, but my first impression was that it would take quite a large amount of our sum specified for the chapel to care for the demands of Mr. Collens. This reads very differently from his talk and I thought his talk was pretty near the limit, so far as I was concerned. I have had a great deal of experience with contracts of this nature and I simply wish to state that if sign the contract drawn after these lines, you are tied hand and foot. If you will read it over carefully, you will see that there is not a

(J. M. T. #2)

hole for you to escape through, while they have got every condition protecting themselves.

It is something like the fire insurance policy where the party receiving the same asked if there was any possibility in law of his recovering from a loss should one happen while he was ~~protected~~^{covered} by that policy. The agent himself said, no, that he didn't think there was, and he said, if you find any weakness of that kind, let me know and we will have it protected at once.

I am almost inclined to feel that there was something ~~as to this~~^{of this nature} blank form which our friends have submitted. I feel that we should be very very careful with these people or anybody else in the making of contracts. I have been bit once and I feel that is sufficient for me. I am strongly impressed that we should not tie ourselves to Mr. Collens until we have in black and white exactly how our plans are to be governed. He spoke about 6% on the price of the building for his services and then his necessary expenses, but if you will read over his list of charges and see how he protects them in every way possible and he does not in any way protect the second party, I think you will realize that we are in an embarrassing position.

I wish you would read this over two or three times very carefully and at your leisure and try to look at it from the other side of the fence, and see if you feel at all different. As I understand, we have no contract at present with Mr. Collens; in fact, we have nothing to show for any service he has given us.

With kind regards to Mrs. Thomas, yourself and family, kindly believe me,

Walter H. Thomas

Yours most respectfully,

John A. Mack